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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

Seiko Epson Corporation and Epson  
America, Inc.,

Plaintiffs,  
v.

InkSystem LLC, AF LLC, ART LLC,  
Lucky Print LLC, Inkredible LLC LLC,  
Andriy Kravchuk, Igor Bielov, Artem  
Koshkalda, Vitalii Maliuk, and Does 2 –  
10, inclusive,  
Defendants.

Case No. 3:16-cv-00524-RCJ-VPC

**EMERGENCY MOTION TO STAY  
PROCEEDINGS FOR  
DEFENDANTS TO OBTAIN  
COUNSEL**

On August, 16, 2017, Plaintiffs Seiko Epson Corporation and Epson America, Inc. (collectively "Plaintiffs") filed Their *Emergency Ex Parte Application* for Order to Show Cause Re Contempt as to Artem Koshkalda ("Koshkalda") and Vladimir Westbrook ("Westbrook") (collectively "Defendants").

On August 16, 2017, Plaintiff's counsel's spoke with Defendant Artem Koshkalda by telephone and told him that Defendants had violated the Court Preliminary Injunction and that sanctions for those kind of violation would be harmful for the Defendants. During the telephone conversation with Plaintiff's counsel, Mr. Koshkalda explicitly explained all matters what Plaintiff's counsel believes constitute an issue by itself and contempt to the court as well.

Regarding real estate business and Plaintiff's allegation that Defendant Mr. Koshkalda still selling several properties we should clarify that those properties were selling **BEFORE** honorable judge Robert C. Jones TRO and Preliminary injunction were GRANTED. Those properties were under contract and Mr. Koshkalda could not terminate it without causing damages to third parties and surprisingly, for the Plaintiff as well. Moreover, if Mr. Koshkalda would try terminate those contracts it might have imposed unreasonable encumbrances on

Plaintiff's rights if they will prevail on the merits in this case. Specifically, TRO and Preliminary injunction says, Section D: **"You are restraining from.... Incurring liens or other encumbrances on real property."** Obviously, if Mr. Koshkalda would try to terminate contracts, all Buyers would have a 100% chances to win the case and forced to sell properties and/or pay damages.

In addition, the Court should know that Mr. Koshkalda informed Plaintiff's counsel at his deposition in March that he was selling and buying real estate as part of his separate real estate investment business. As Mr. Koshkalda explained at his deposition, the business plan was to purchase property early in a development and sell after the property increased in value. Plaintiff's counsel did not say in March that Mr. Koshkalda must not continue his real estate business. That is another reason, Defendants are asking for time to get a lawyer.

Since the Defendants were forced to withdraw from their former counsel, they sent about 10 emails, dated August 11, 2017, to the following Law firms in order to hire a counsel on retainer basis: 1. Otto Lee, IPLG LLP; 2. Omid Khalifeh, Omnilegal Group; 3. Stuart West, West & Associates; 4. Kevin Adams, Mulcahy LLP; 5. Imran F. Vakil, Nexio Law Firm; 6. William Lee Buu, Schiffer|Buus APC; 7. Steven Andrew Gibson, Gibson Lawry; 8. Kirstin M Jahn, Jahn+Associates; 9. John D. Tran, Rhema Law Group, P.C; 10. Kenneth Nelson Caldwell, Caldwell Law Firm.

Kenneth Nelson Caldwell, Caldwell Law Firm agreed to represent the Defendant's on retainer basis, rate \$400,000.

John D. Tran, Esq. RHEMA LAW GROUP, P.C agreed to represent the Defendant's on retainer basis, rate more than \$400,000.

Defendants are trying to negotiate with a former counsel F. Christopher Austin on retainer basis as well. According to last information as of August 18th, He might consider to step back in for a retainer 300,000 which is lower than other firms would charge us. Our goal is to get it down to \$100,000 as a retainer.

Without a counsel, the Defendants are not able to properly defend themselves. Defendants, after being forced to withdraw their former counsel have very general, broad view of the issues and consequences of every particular step.

Right now we are working on

- 1) Getting counsel who would be able to represent our interests as there were several motions that we couldn't even oppose properly ( during a conversation with counsel of an opposing party, they have indirectly confirmed that they cannot disagree that we are in a bad (disadvantaged) position by not being represented by counsel )
- 2) We are working on a settlement proposition. Had a phone conversation with opposing counsel yesterday (august 17th) about scheduling a mediation with Judge Cooke. If settlement is reached then we wouldn't need to bother the court to ask release funds for counsel in order to have a fair representation in the court.
- 3) Trying to do everything we can in order to be heard by a court in a proper way (counsel) that the lawsuit to be conducted that the judge would be making decision based on facts provided by both parties, and not just by plaintiffs.

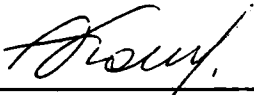
If the court may suggest what would be a proper thing to do right now I would highly appreciate that as after losing counsel we are unable to properly respond to the court or to the opposing party, and that is very unfortunate for us.

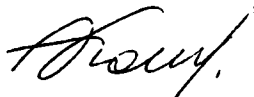
Based on our negotiations with different law firms we believe that 30 days stay would be sufficient in order for us to get counsel.

Respectfully submitted by,

Dated: 8/18/17

Signed by Defendants:

  
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**ART LLC**  
By Artem Koshkalda, Managing Member  
1280 Terminal Way ste. 28

  
\_\_\_\_\_  
**Artem Koshkalda**  
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